AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HERITAGE ISLE DISTRICT

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HERITAGE ISLE DISTRICT (this "Amendment") is made by Lennar Homes, LLC, a Florida limited liability company f/b/a Lennar Homes, Inc., a Florida corporation ("Developer"), and joined in by the Heritage Isle District Association, Inc., a Florida not-for-profit corporation.

RECITALS

A. Developer recorded that certain Declaration of Covenants and Restrictions for Heritage Isle District on June 16, 2004 in Official Records Book 5320, at Page 481 of the Public Records of Brevard County, Florida, as amended (collectively, the "Declaration"), respecting the Heritage Isle community (the "Heritage Isle").

B. Pursuant to Section 21.2 of the Declaration, prior to the Turnover Date (as defined in the Declaration), Developer shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

C. Pursuant to Section 4.1 of the Declaration, prior to the Turnover Date, additional lands may be made part of Heritage Isle by the Developer where the Developer records an amendment to the Declaration which subjects the annexed lands to the covenants, conditions and restrictions contained in the Declaration.

D. The Turnover Date has not yet occurred.

E. Developer wishes to amend the Declaration to annex additional lands into Heritage Isle and to subject such annexed lands to the covenants, conditions and restrictions contained in the Declaration.

NOW THEREFORE, Developer hereby declares that every portion of Heritage Isle is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s), this Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Annexation. The lands more particularly described on Exhibit A attached hereto are hereby annexed into Heritage Isle and shall be subject to the covenants, conditions and restrictions contained in the Declaration.
5. **Covenant.** This Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 16 day of November 2011.

WITNESSES:

[Signature]

Print Name: [Signature]

[Signature]

Print Name:

LENNAR HOMES, LLC, a Florida limited liability company, 6% a LENNAR HOMES, INC., a Florida corporation

By: [Signature]

Name: [Signature]

Title: [Signature]

STATE OF FLORIDA

COUNTY OF PINELLAS

SS.: [Signature]

The foregoing instrument was acknowledged before me this 6TH day of November 2011, by [Signature], as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, 6% a LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who has produced ___________ as identification on behalf of the company.

My commission expires:

[Signature]

NOTARY PUBLIC, State of Florida at Large

Print Name: [Signature]

[Signature]

Print Name: [Signature]
JOINDER
HERITAGE ISLE DISTRICT ASSOCIATION, INC.

HERITAGE ISLE DISTRICT ASSOCIATION, INC. ("Association"), does hereby join in the Amendment to Declaration of Covenants and Restrictions for Heritage Isle District (the "Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Amendment as Association has no right to approve the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 16th day of November, 2011.

WITNESSES:

Print Name: JO ANN BRYAN

Print Name: BILL KOUNTZ

HERITAGE ISLE DISTRICT ASSOCIATION, INC., a Florida not-for-profit corporation

By:

Name: JOE FULCHINO

Title: President

[SEAL]

STATE OF FLORIDA

COUNTY OF PONTAUX (AS)

The foregoing instrument was acknowledged before me this 16th day of November, 2011 by JOE FULCHINO, as President of HERITAGE ISLE DISTRICT ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced as identification, on behalf of the corporation.

My commission expires:

Print Name: JO ANN BRYAN

NOTARY PUBLIC, State of Florida at Large

Print Name: JO ANN BRYAN
Exhibit A

Legal Description of Lands being Annexed into Heritage Isle

HERITAGE ISLE P.U.D. – PHASE 7A LEGAL DESCRIPTION
A PARCEL OF LAND IN SECTIONS 5 AND 8, TOWNSHIP 26 SOUTH, RANGE 36 EAST,
BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF HERITAGE ISLE P.U.D. – PHASE 6,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 56, PAGE 14, PUBLIC
RECORDS OF BREVARD COUNTY, FLORIDA AS THE POINT OF BEGINNING OF THE PARCEL
OF LAND HEREIN DESCRIBED AND RUN N89°34'15"E, ALONG THE NORTH LINE OF SAID
HERITAGE ISLE P.U.D. – PHASE 6, A DISTANCE OF 947.64 FEET TO THE NORTHEAST
CORNER OF SAID HERITAGE ISLE P.U.D. – PHASE 6 AND A NON-TANGENT INTERSECTION
WITH THE CURVED WESTERLY RIGHT-OF-WAY LINE OF LEGACY BOULEVARD, A 100
FOOT WIDE PRIVATE RIGHT-OF-WAY, ACCORDING TO THE PLAT OF HERITAGE ISLE
P.U.D. – PHASE 5, AS RECORDED IN PLAT BOOK 54, PAGE 49, PUBLIC RECORDS OF
BREVARD COUNTY, FLORIDA; THENCE ALONG THE ARC OF SAID CURVED WESTERLY
RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND
HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 61°22'26", A CHORD LENGTH OF
765.52 AND A CHORD BEARING OF N15°22'30"E), A DISTANCE OF 803.38 FEET TO THE END
OF SAID CURVE; THENCE N46°03'43"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A
DISTANCE OF 85.51 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG
THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST
AND HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 6°42'06", A CHORD
LENGTH OF 111.05 FEET, AND A CHORD BEARING OF N42°42'40"E), A DISTANCE OF 111.12
FEET AT AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHWEST; THENCE
DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID NON-TANGENT LINE, N50°38'23"W A
DISTANCE OF 142.00 FEET; THENCE N45°43'52"W A DISTANCE OF 50.20 FEET TO A NON-
TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF
SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A
RADIUS OF 253.00 FEET, A CENTRAL ANGLE OF 33°44'59", A CHORD LENGTH OF 146.88
FEET AND A CHORD BEARING OF N73°56'12"W), A DISTANCE OF 149.03 FEET TO THE END
OF SAID CURVE; THENCE S89°11'20"W A DISTANCE OF 796.40 FEET; THENCE S83°03'47"W A
DISTANCE OF 50.33 FEET; THENCE S89°34'53"W A DISTANCE OF 162.00 FEET TO THE EAST
LINE OF THAT CERTAIN 30 FOOT WIDE FORCE MAIN EASEMENT AS DESCRIBED IN
OFFICIAL RECORDS BOOK 2909, PAGE 956, PUBLIC RECORDS OF BREVARD COUNTY,
FLORIDA; THENCE S00°25'07"E, ALONG SAID EAST LINE, A DISTANCE OF 380.62 FEET;
THENCE S00°25'45"E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 652.76 FEET
TO THE POINT OF BEGINNING.